

All employees enjoying higher wages, higher benefits or better working conditions than provided for herein, either pursuant to a prior collective bargaining agreement or otherwise, shall continue to enjoy at least the same. This Article shall not apply if the changes result from consolidations effectuated under the terms of this Agreement or to guards hired on or after January 25, 1978.

When an employee possesses considerable mechanical or technical skill and devotes more than seventy-five percent (75%) of his working time in the building to work involving such skill, his wage rate shall be determined by mutual agreement between the Employer and the Union. Such an employee shall receive a wage of not less than ten dollars (\$10.00) per week above the contract minimum rate for a handyperson.

It is understood that licensed engineers covered under this Agreement shall constitute a separate bargaining unit and shall receive the same wages and benefits as paid to engineers under the Realty Advisory Board (RAB) Agreement covering licensed engineers in New York City except that pension, health, legal and training fund contributions shall continue to be paid under the terms of this Agreement.

If the Employer and the Union cannot agree upon the rate of pay of such employee, or in

cases where an obvious inequity exists because of an employee's regular application of specialized abilities in his work, the amount or correctness of the differential may be determined by arbitration.

2. PYRAMIDING

There shall be no pyramiding of overtime pay, sick pay, holiday pay or any other premium pay. If more than one of the aforesaid are applicable, compensation shall be computed on the basis giving the greatest amount.

3. HOLIDAYS

The recognized contract holidays for employees under the Building Agreement:

Holidays

<u>Holiday</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
New Year's Day	Dec 31 (2004) Friday	January 2 Monday	January 1 Monday
Washington's Birthday	February 21 Monday	February 20 Monday	February 19 Monday
Good Friday	March 25 Friday	April 14 Friday	April 6 Friday
Memorial Day	May 30 Monday	May 29 Monday	May 28 Monday
Independence Day	July 4 Monday	July 4 Tuesday	July 4 Wednesday
Labor Day	September 5 Monday	September 4 Monday	September 3 Monday

Holiday	2005	2006	2007
Columbus Day	October 10 Monday	October 9 Monday	October 8 Monday
Thanksgiving Day	November 24 Thursday	November 23 Thursday	November 22 Thursday
Day After Thanksgiving	November 25 Friday	November 24 Friday	November 23 Friday
Christmas Day	December 26 Monday	December 25 Monday	December 25 Tuesday

Floating Holidays

Martin Luther King	January 17 Monday	January 16 Monday	January 15 Monday
Yom Kippur	October 13 Thursday	October 2 Monday	September 22 Monday
Eid al-Fitr	November 3 Thursday	October 24 Tuesday	October 13 Saturday

For employees performing Route Work, Lincoln's Birthday and Election Day shall be holidays in place of Good Friday and the day after Thanksgiving.

There shall be one additional holiday in each contract year, which shall be Martin Luther King Day, Eid al-Fitr or Yom Kippur or a personal day at the option of the employee. The personal day shall be scheduled in accordance with paragraphs 3 and 4 below.

For employees performing Building Work, where the major occupants are operating on Good Friday and/or the day after Thanksgiving,

Lincoln's Birthday and/or Veterans Day may be substituted for such days provided notice is given to the Union on or before March 1st of each year.

For employees performing Route Work, the Employer shall have the option of substituting Good Friday and/or the day after Thanksgiving for Lincoln's Birthday and/or Election Day, provided notice is given to the Union on or before February 1 of each year.

The Employer shall post the holiday schedule on the bulletin board, and it shall remain posted throughout the year.

Washington's Birthday, Good Friday, Columbus Day and the day after Thanksgiving may be treated as personal days rather than fixed holidays for employees performing Building Work and Lincoln's Birthday, Washington's Birthday, Columbus Day and Election Day may be treated as personal days rather than fixed holidays for employees performing Route Work, under the following conditions:

(1) Prior to February 1 each year, each building may designate one or more such days as a personal day upon written notice to the Union and the employees. Failure to so designate shall be deemed agreement to leave such days as fixed holidays.

(2) Each building designating such days as personal days may, upon thirty (30) days' written notice to the Union and the employees, change such designation and make the day a fixed holiday. Employees who have received a personal day for such holiday shall be employed on such holiday at time and one-half.

(3) Employees entitled to personal days may select such day or days off on five (5) days' notice to the Employer provided such selection does not result in a reduction of employees in the building below seventy-five percent (75%) of the normal work staff. Such selection shall be made in accordance with seniority.

(4) Employees entitled to personal days who do not use such a day or days in a calendar year must use such day or days off during the first six months of the following year provided however, that the Employer inform in writing both the employee and the Union by January 31 of such succeeding year that such days are available and will be lost if not used prior to July 1 of that year.

It is understood and agreed that whatever holidays are negotiated between the Union and the RAB in the successor agreement to the 2005 Commercial Building Agreement shall apply from January 1, 2007, until the renewal of this Agreement.

Employees shall receive their regular, straight-time hourly rates for the normal day not worked, and, if required to work on a holiday, shall receive in addition to the pay above mentioned, premium pay at the rate of time and one-half their regular, straight-time hourly rate of pay for each hour worked, with a minimum of four (4) hours premium pay. Any employee who is required to work on a holiday beyond eight (8) hours shall continue to receive the compensation above provided for holiday work, namely, pay at the regular straight-time rate plus premium pay at time and one-half the regular, straight-time rate.

Any regular, full-time employee ill in any payroll week in which a holiday falls shall receive holiday pay or one day off if he worked at least one day during said payroll week.

Any regular employee whose regular day off, or one of whose regular days off, falls on a contract holiday, shall receive an additional day's pay therefor, or, at the option of the Employer, shall receive an extra day off with pay within a period of ten (10) days prior to or ten (10) days after said regular day off, provided that said extra day off is granted in conjunction with the employee's two regular days off so that the employee receives a minimum of three consecutive days off. If the employee receives the extra day off before the holiday

and his employment is terminated for any reason, he need not compensate the Employer for that day.

A holiday shall be considered as a day worked for the purpose of computing overtime pay.

4. VOTING TIME

Any employee who is required to work on Election Day and gives legal notice shall be allowed two (2) hours off, such hours to be designated by the Employer, while the polls are open.

5. PERSONAL DAY

All employees shall receive a personal day in each contract year.

This personal day is in addition to the holidays listed in paragraph 3 above. The personal day shall be scheduled in accordance with the following provision:

Employees may select such day off on five (5) days notice to the Employer provided such selection does not result in a reduction of employees in the building below 75% of the normal work staff. Such selection shall be made in accordance with seniority.

6. WORK OF ABSENTEES

(a) In the event an employee is absent from

work, the employee's specific assignment for a day shall be reassigned to another employee or employees, and such assignment shall be worked and paid for on the basis of the same hours and pay of the original assignment. The above language is interpreted as follows:

The Employer must pay for the full amount of hours that were regularly scheduled for the section or space where an employee is absent. If the schedule is six hours for the space, six employees must be employed within their own regular schedule and get one hour each. If four such employees be employed, the four must be employed within their own regular schedule and get 1 1/2 hours each. If three such employees are employed, the three must be employed within their own regular schedule and get two hours each. If two such employees are employed, the two must be employed within their own regular schedule and get three hours each. This formula will apply on a pro rata basis if the space is seven hours, five hours, four hours, and so on, so that the Employer pays no more or no less for the work schedule of the absent employee.

(b) Extra time is to be rotated so that every employee who wishes to work on extras will get the proper amount due such employee.

(c) If during the rotation schedule, for any reason an employee refuses to work on extras,

such employee must go to the bottom of the rotation list. If the employee continues to refuse to work on extras, such employee can be, on due notice from the Shop Steward or the Union, taken off the rotation schedule.

7. WORK SCHEDULES AND WORKLOADS

(a) If the Union initiates a grievance under this Agreement relating to a work schedule and requests the Employer to furnish a work schedule, the Employer must promptly furnish to the Union said work schedule in writing for all its employees. This work schedule shall include, but not be limited to, setting forth the number of work hours of each employee, the square footage within each employee's area, the type and quality of work, and frequency of performance of duties required for each employee.

(b) 1. The Employer shall not impose an unduly burdensome workload on any employee covered by this Agreement. The Union shall have the right to grieve and arbitrate any workload complaints. If the Arbitrator finds that the challenged workload is unduly burdensome, the Arbitrator shall order a reduction in such workload and other remedies the Arbitrator deems appropriate.

2. The Employer shall not, in any building in which it currently cleans or which it

acquires in the future, impose a productivity level on office cleaners which exceeds an average of four thousand (4,000) square feet per hour.

Average square feet per hour shall be computed by dividing the total number of man-hours per day into the total cleanable square feet of the building.

This provision is intended to establish maximum productivity rates and is not to be construed as permitting the increase in productivity rates in buildings where productivity rates are below the maximum established herein.

3. In the event an Employer violates this Article, it shall be required to reduce productivity rates to conform to the maximum permitted hereunder and pay to each employee it employs in the building an amount equal to his or her wages multiplied by the percentage that the average productivity rate exceeds the maximum for the total period of such violation.

4. In the event an Employer feels that there are extenuating circumstances in a building which would justify exceeding the maximum productivity rate, it may request the President of the Union to waive the maximum productivity rate in such building(s). The President of the Union may in his sole and complete discretion grant or deny such request. His

decision shall not be subject to grievance or arbitration. No such request shall be deemed granted unless it is in writing and signed by the President of the Union.

8. SCHEDULES/RELIEF PERIODS

Overtime, Saturday, Sunday and holiday work shall be evenly distributed so far as compatible with efficient operation of the building, except where Saturday or Sunday is a regular part of the workweek. Preference for Saturday and Sunday work shall be given to the regular, full-time employees.

It is recognized by the Employer that the present practice with respect to rest periods for employees shall continue.

9. RELIEF EMPLOYEES

Relief or part-time employees shall be paid the same hourly rate as provided for full time employees in the same occupational classification.

10. METHOD OF PAYMENT OF WAGES

All wages, including overtime, shall be paid weekly in cash or by check with an itemized statement of payroll deductions. If a regular payday falls on a holiday, employees shall be paid on the preceding day.

All of the payroll books kept by the Employer must show the number of hours of

straight time per day, the number of hours of overtime per day, and the hourly rate of pay.

The Employer may require, at no cost to the employee, that an employee's check be electronically deposited at the employee's designated bank. The Union shall be notified by the Employer of this arrangement.

In the event an Employer's check to an employee for wages is returned due to insufficient funds on a bona fide basis twice within a year's period, the Employer shall be required to pay all employees by cash or certified check.

Pay envelopes shall contain entries showing the number of straight-time hours, the number of overtime hours, all deductions and net pay.

Employees paid by check who work during regular banking hours shall be given reasonable time to cash their checks exclusive of their break and lunch period. The Employer shall make suitable arrangements at a convenient bank for such check cashing.

The parties agree to establish a committee to study the possibility of permitting bi-weekly payment of wages at the discretion of the Employer, and subject to applicable law.

11. SENIORITY AND LAYOFF

In the event of layoff due to reduction of force, the inverse order of department or job

classification seniority shall be followed, except as provided in Termination Pay, General Clause 26, with due consideration for efficiency and special needs of a department.

Except as provided hereafter, an employee laid off as a result of reduction in force in a building may bump the employee in the company with the least seniority among employees covered by the respective Building or Route Agreement.

However, an employee hired as a temporary who works less than five months may be laid off if such temporary employee is the junior employee in the building. In no event shall the temporary employee have the right to bump another employee from another building.

Continuity of employment for all purposes, including, but not limited to, vacation, sick pay, Service Center visits and termination pay, shall not be broken unless the employee severs his employment at the building and with the Employer simultaneously.

Seniority of an employee shall be based upon total length of service with the Employer or in the building, whichever is greater, except as provided in General Clause 17 (Vacations).

Nothing contained in this section shall be construed in such a manner as to permit an employee to bump a less senior employee

working for another Employer in the same building.

The seniority date for all positions under the Agreement shall be the date the employee commenced working in the building for the Employer, building agent and/or owner, regardless of whether there was a collective bargaining agreement and regardless of the type of work performed by the employee.

12. REPLACEMENTS, PROMOTIONS, VACANCIES, TRIAL PERIOD AND NEWLY HIRED EMPLOYEES

(a) In filling vacancies or newly created positions in the bargaining unit, preference shall be given to those employees already employed in the building, based upon the employee's seniority, but training, ability and appearance, where required, shall also be considered. For the purpose of this provision, employees already employed in the building shall be deemed to include guards.

Nothing contained in this section shall be construed in such a manner as to entitle an employee to fill a vacancy or newly created position with another Employer in the same building.

Anyone employed as an extra or contingent with substantial regularity for a period of four (4) months or more shall receive preference for steady employment.

Floater will be given preference in respect to the filling of permanent jobs in one location.

If a present employee cannot fill the job vacancy, the Employer must fill the vacancy in accordance with the other terms of this Collective Bargaining Agreement.

In the event that a new classification is created in a building, the Employer shall negotiate with the Union a wage rate for that classification.

There shall be a trial period for all newly hired employees of sixty (60) calendar days.

(b) Effective on or after February 4, 1996, a new hire employed in the guard or "other" category shall be paid a starting rate of eighty percent (80%) of the minimum regular hourly wage rate, and that notwithstanding Article XI Section B, the rates for the thirty month new hire period shall reflect annual increases of 80% of the annual increase.

Upon completion of thirty (30) months of employment, the new hire shall be paid the full minimum wage rate.

This provision shall not apply to any experienced employee ("Experienced Employee") who was employed in the New York City Building Service Industry ("Industry") as of February 3, 1996. Experienced employee shall

be defined as a person who has worked in the Industry for a period of at least thirty (30) days within the twenty-four (24) months immediately preceding hiring (excluding employment as a vacation relief).

No experienced employee may be terminated or denied employment for the purpose of discrimination on the basis of his/her compensation and/or benefits.

The Union may grieve such discrimination in accordance with the grievance and arbitration provisions of the Agreement (Articles V and VI).

If the Arbitrator determines an experienced employee has been terminated or denied employment because of such discrimination, the Arbitrator shall:

(1) In case of termination - Reinstatement of the experienced employee with full pay and all benefits retroactive to the date of the experienced employee's discharge.

(2) In case of failure to hire - If the Arbitrator determines that an experienced employee was not given preference for employment absent good cause, he or she shall direct the Employer to hire the experienced employee with full back pay and benefits retroactive to the date of denial of hire.

No contributions shall be made to the Building Service Pension Fund or to the Supplemental Retirement and Savings Fund on behalf of a new hire, until the new hire has completed two (2) years of employment. Contributions shall be made for an experienced employee in accordance with the other provisions of this Agreement.

13. RECALL

Any employee who has been employed for one (1) year or more by the same Employer or in the same building and who is laid off shall have the right of recall, provided that the period of layoff of such employee does not exceed six (6) months. Recall shall be in the reverse order of the laid-off employees' departmental or job classification seniority (i.e., the most recently terminated employee in that department shall have the first right of recall). Recall rights apply to all vacant permanent positions and temporary positions if it is expected that the temporary position will last for a period of at least sixty (60) days.

The Employer shall notify by certified mail, return receipt requested, the last qualified laid-off employee, at his last known address, of any job vacancy, and a copy of this notice shall be sent to the Union. The employee shall then be given seven (7) days from the date of mailing of the letter in which to express in person or by

registered or certified mail his desire to accept the available job. In the event any employee does not accept recall, successive notice shall be sent to qualified employees until the list of qualified employees is exhausted. Upon re-employment, full seniority status, less period of layoff, shall be credited to the employee. Any employee who received termination pay and is subsequently rehired shall retain said termination pay and for purpose of future termination pay shall receive the difference between what he has received and what he is entitled to if subsequently terminated at a future date. Any vacation monies paid shall be credited to the Employer against the current vacation entitlement.

Further, in the event an Employer has a job vacancy in a building where there are no qualified employees on layoff status, the Employer shall use its best efforts to fill the job vacancy from qualified employees of the Employer or agent who are on layoff status from other buildings.

14. SENIORITY AND VACATIONS IN RELATION TO SICKNESS AND ACCIDENT ABSENCE

(1) Employees who meet with accidents or become ill shall be re-employed by the Employer by whom he or she was employed at the time of such accident or illness on the same job, or if the same job no longer exists, on a

comparable job if and when such employee is in physical condition to resume his or her work, and his or her ability to work shall be determined by the certificate of a duly licensed physician. However, no employee shall be required to produce a physician's certificate unless absent for more than seven (7) working days. The employee shall, in such circumstances, when absent for more than four (4) working days, give the Employer twenty-four (24) hours' notice of his or her intention to return to work. In the event that the Employer challenges the validity or the content of the physician's certificate, the employee shall be returned to his or her job but will be required to submit within twenty-four (24) hours to an examination by an impartial physician approved and paid for by the parties. The certificate of the impartial physician shall determine the issue of ability to resume work. The provisions of this paragraph shall survive the expiration of this contract.

(2) Such employees are to return to their job with full seniority and full vacation credits provided, however, that there shall be no duplication of vacation payments made both to the employee returning to the job and his or her replacement other than in cases where an employee, could be entitled to Workers' Compensation notwithstanding the fact that the

employee has not collected Workers' Compensation. In the above mentioned cases where an employee would be entitled to Workers' Compensation, the full vacation payment shall be made to the injured employee, provided that the injured employee shall collect only one vacation payment during his or her absence from work. In the event that the employee returns to work before September 16th in a succeeding calendar year to the year in which he or she was injured, the employee shall receive his or her full vacation benefits for the year he or she returns to work.

(3) If a sick or disabled employee is out for less than three (3) months in the September 16th to September 15th period, then full vacation credits for that period shall be paid to the sick or disabled employee. If the sick or disabled employee (other than pregnancy leaves and/or in the above mentioned cases where an employee would be entitled to Workers' Compensation) is out for more than three (3) months in the September 16th to September 15th period, then said employee shall receive accrued vacation benefits, computed on his or her length of service and time on the job, during the September 16th to September 15th period, with no deduction in vacation benefits for the first three (3) months of absence.

15. LEAVE OF ABSENCE

(1) All employees employed by the Employer for five (5) years or more shall be granted a leave of absence for a period of one hundred twenty (120) days a year, including vacation time, at intervals of three (3) years, without loss of employment, seniority and/or vacation accruals. If a holiday should occur during the above mentioned vacation, the employee shall receive a normal day's pay for said holiday, but the period of leave of absence shall be reduced by one day for each holiday occurring during said vacation period.

(2) The above mentioned employees shall have the right to a leave of absence at a time other than the vacation period if an emergency exists (emergency being defined for the purpose of this General Clause as a death or a serious illness in the employee's family) for a period of one hundred twenty (120) calendar days, exclusive of vacation time, at intervals of three (3) years, without loss of employment, seniority and/or vacation accruals. If a holiday should occur during the above mentioned vacation, the employee shall receive a normal day's pay for said holiday, but the period of leave of absence shall be reduced by one day for each holiday occurring during said vacation period.

(3) The rights of the employees under this Clause shall in no way limit the employee's

rights under General Clause 36 (Death in the Family) and the limitation of said General Clause 36 with respect to "family" shall not be applicable to this Clause. If an employee exercises his or her rights under said Clause 36, simultaneously with receiving a Leave of Absence under this Clause, the total period of absence from work shall in no event exceed one hundred twenty (120) days.

(4) Notice shall be given the Employer of the employee's request for a leave of absence in the following manner:

(a) If leave of absence is to be taken at the same time as the employee's vacation, by ten (10) days' written notice to the Employer from the Union, or ten (10) days' written notice by certified mail from the employee to the Employer and the Union.

(b) If the leave of absence is to be taken upon the occurrence of an emergency, as above defined, the notice shall be rendered in the same manner as (a) above, except that the period of notice shall be four (4) days rather than ten (10) days.

(5) (a) The maximum number of employees entitled to a leave of absence in a given year shall not exceed forty percent (40%) of the total number of employees on a particular job and shall be granted in accordance with shop seniority primarily and job seniority secondarily.

If a particular job is manned by one employee, said employee will be entitled to the leave of absence.

If a particular job is manned by two employees, only one employee may receive the leave of absence at a time.

(b) Employees who are not entitled to welfare and pension benefits will not be considered in computing the above mentioned forty percent (40%). Notwithstanding this provision, these employees are otherwise eligible for the leave of absence.

(6) (a) The employee shall receive service credits for the full period of leave of absence for vacation, seniority and all other time purposes under the Agreement.

(b) There shall be no contributions made by the Employer to the Pension Fund for the period of a leave of absence with respect to employees taking such leaves. However, if such employees are replaced during the leave of absence or any part thereof, the Employer shall make contributions to the Pension Fund for such replacements during the period of such replacements. If there is no replacement, there shall be no contribution by the Employer to the Pension Fund during such leave for the employee on leave of absence unless the Employer allocates the work of those on leave to other

employees, thus increasing their customary working assignment, in which event the Employer shall pay into the Pension Fund for the number of excess hours times \$1.094 up to a maximum for such excess of \$43.75 per week in each individual case.

Effective January 1, 2006, such Employer payment to the Pension Fund shall be the number of excess hours times \$1.244 up to a maximum for such excess of \$49.75 per week in each individual case.

Effective January 1, 2007, such Employer payment to the Pension Fund shall be the number of excess hours times \$1.469 up to a maximum for such excess of \$58.75 per week in each individual case.

(7) Any employee requesting a personal leave of absence shall be covered for health benefits during the period of the leave provided the employee requests health coverage while on leave of absence and pays the Employer in advance for the cost of same.

Any employee on leave due to Workers' Compensation or disability shall continue to be covered for health benefits without the necessity of payment to the Employer in accordance with Article X, Paragraph A.

(8) Employees on Leave of Absence as provided for herein shall not be entitled to claim

New York State Unemployment Insurance for the period of said leave.

(9) Any Employer who is required by law to comply with the provisions of the Family and Medical Leave Act (FMLA) shall comply with the requirements of said act.

16. PREGNANCY LEAVE

Pregnancy shall be treated as any other disability suffered by an employee in accordance with applicable law.

17. VACATIONS

(a) Every employee employed with substantial continuity in any building or by the same Employer shall receive each year a vacation with pay as follows:

Employees who have worked 6 months	...3 working days
Employees who have worked 1 year2 weeks
Employees who have worked 5 years3 weeks
Employees who have worked 15 years4 weeks
Employees who have worked 21 years	...21 working days
Employees who have worked 22 years	...22 working days
Employees who have worked 23 years	...23 working days
Employees who have worked 24 years	...24 working days
Employees who have worked 25 years5 weeks

Length of employment for vacation shall be based upon the amount of vacation that an employee would be entitled to on September 15th of the year in which the vacation is given, subject to negotiation and arbitration where the result is unreasonable.

Part-time employees regularly employed shall receive proportionate vacation allowances based on the average number of hours per week they are employed.

Firemen who have worked substantially one (1) firing season in the same building or for the same Employer, when laid off, shall be paid at least three (3) days' wages in lieu of vacation.

Firemen who have been employed more than one (1) full firing season in the same building or by the same Employer shall be considered full-time employees in computing vacations.

Regular days off and holidays falling during the vacation period shall not be counted as vacation days. If a holiday falls during the employee's vacation period, he shall receive an additional day's pay therefor, or, at the Employer's option, an extra day off within ten (10) days immediately preceding or succeeding his vacation.

Vacation wages shall be paid prior to the vacation period by the Employer on the job at the time unless otherwise requested by the employee, who is entitled to actual vacation and cannot instead be required to accept money. However, if the Employer on the job when the money is due is not in contractual relations with the Union, the last Employer with whom the

Union had a contract will be responsible for vacation pay.

Any Employer who fails to pay in accordance with this provision where the vacation has been regularly scheduled shall pay an additional two (2) days for each vacation week due at that time.

Employees regularly working overtime or on premium days or required to work during their early relief time shall not suffer any reduction in wages while being paid or scheduled for vacation time.

When compatible with proper operation of the facility, choice of vacation periods shall be according to seniority and confined to the period beginning April 1st and ending September 15th of each year. These days may be changed, and the third vacation week taken at a separate time, by mutual agreement of the Employer and the employee.

The fourth and fifth week of vacation may, at the Employer's option, be scheduled upon two (2) weeks' notice to the employee for a week or two weeks (which may not be split) other than the period when he takes the rest of his vacation.

Any employee leaving his job for any reason shall be entitled to vacation accrual allowance, computed on his length of service as provided

in the vacation schedule based on the elapsed period from the previous September 16th (or from the date of his employment if later employed) to the date of his leaving. Any employee who has received a vacation during the previous vacation period (April 1st through September 15th) and who leaves his job during the next vacation period shall be entitled to full vacation accrual allowance instead of on the basis of the elapsed period from the previous September 16th.

No employee leaving his position voluntarily shall be entitled to accrued vacation pay unless he gives five (5) working days' termination notice. Any employee who has received no vacation and has worked at least six (6) months before leaving his job shall be entitled to vacation accrual allowance equal to the vacation allowance provided above.

Any Employer assuming this Agreement shall be responsible for payment of vacation pay and granting of vacations required under this Agreement which may have accrued prior to the Employer taking over the job, less any amounts paid or given for that vacation year.

In the event that the successor Employer has reason to believe that the predecessor intentionally delayed vacations in order to avoid the obligation to make vacation payments under this Agreement, the successor must still make

vacation payments to employees, but may pursue a claim against the predecessor Employer pursuant to the arbitration provision of this agreement in order to seek recovery for payments made. In the event that the Employer terminates its Employer-employee relationship under this Agreement and the successor Employer does not have an Agreement with the Union providing for at least the same vacation benefits, the Employer shall be responsible for all accrued vacation benefits.

(b) A person hired solely for the purpose of relieving employees for vacation shall be paid sixty percent (60%) of the minimum applicable regular hourly wage rate. Should a vacation relief employee continue to be employed beyond five months, such employee shall be paid the wage rate of a new hire or experienced person, as the case may be. If a vacation replacement is hired for a permanent position immediately after working as a vacation replacement, such employee shall be credited with time worked as a vacation replacement toward completion of the thirty-month period required to achieve the full rate of pay under the "New Hires" provision.

In the event that the Arbitrator finds that an Employer is using this rate as a subterfuge, such Arbitrator may, among other remedies, award full pay from the date of employment at the applicable hiring rate.

No contributions to any Benefit Funds shall be made for a vacation relief person.

18. VACATION REPLACEMENTS

(1) With respect to vacation replacements, the Employer, at his discretion, may elect to cover the space of the employee on vacation with less than the regular scheduled working hours. In this event, the employee on vacation shall receive, upon his or her return, either 7 1/2 hours additional pay (1 1/2 hours per day for the next five succeeding days without being compelled to work beyond his or her regular shift hours) or two extra days' vacation. This extra compensation or vacation is for the purpose of assuring the space is in proper and good condition.

(2) This extra compensation or vacation shall apply only to those employees whose length of service entitles them to nine (9) or more days vacation and only when the regular area has been cleaned in less than the regularly scheduled hours.

(3) The conditions set forth in the preceding paragraph shall not be used for the purpose of effecting a speedup or be deemed for the purpose of downgrading cleaning services.

19. DAY OF REST

Each employee shall receive at least one (1) full day of rest in every seven (7) days.

20. UNIFORMS AND OTHER APPAREL

(1) On all jobs with three or more employees, the Employer shall supply and maintain uniforms for such employees. The Employer shall also supply and maintain uniforms for all employees classified as matrons.

(2) On all jobs where the Employer has been supplying and maintaining uniforms for such employees, the Employer will continue to supply and maintain uniforms for such employees.

(3) All uniforms must be laundered at least once a week.

(4) All uniforms must be maintained in a good and serviceable condition by the Employer at all times.

(5) Employees doing outside work shall be furnished adequate wearing apparel for the purpose.

(6) All uniforms shall be appropriate for the season.

21. FIRST AID KIT

An adequate and complete first aid kit shall be supplied and maintained by the Employer in a place readily available to all employees.

22. LOSS OF EMPLOYEES' PROPERTY

Employees shall be reimbursed for loss of personal property caused by fire or flood in the building.

23. EYEGLASSES AND UNION INSIGNIA

Employees may wear eyeglasses and the Union insignia while on duty.

24. BULLETIN BOARD

A bulletin board shall be furnished by the Employer exclusively for union announcements and notices of meetings.

25. SANITARY ARRANGEMENTS

Adequate sanitary arrangements shall be maintained in every building, and individual locker and key thereto and rest room key, where rest room is provided, and soap, towels and washing facilities shall be furnished by the Employer for all employees. The rest room and locker room shall be for the exclusive use of employees servicing and maintaining the building.

26. TERMINATION PAY

(a) In case of termination of employment because of the employee's physical or mental inability to perform his duties or from reduction in force occurring for reasons other than technological advances, including conversion of elevators to automatic operation, the employee shall receive, in addition to accrued vacation, termination pay according to service in the building or with the Employer as follows:

Employee with:	Pay:
5 and less than 10 years.....	1 week's wages
10 and less than 12 years.....	2 weeks' wages
12 and less than 15 years.....	3 weeks' wages
15 and less than 17 years.....	6 weeks' wages
17 and less than 20 years.....	7 weeks' wages
20 and less than 25 years.....	8 weeks' wages
25 years or more	10 weeks' wages

An employee physically or mentally unable to perform his duties may resign and receive the above termination pay if he submits written certification from a physician of such inability at the time of termination. In such event, the Employer may require the employee to submit to a medical examination by a physician designated by the Employer at the expense of the Employer to determine if in fact the employee is physically or mentally unable to perform his duties. If the Employer's designated physician disagrees with the certification submitted by the employee, the employee shall be examined by a physician designated by the Medical Director of the Building Service 32BJ Health Fund to make a final and binding determination whether the employee is physically or mentally unable to perform his duties.

(b) In case of termination of employment because of technological advances, including conversion of elevators to automatic operation, the employee shall receive, in addition to any accrued vacation, termination pay according to

years of service in the building or with the Employer as follows:

Employee with:	Pay:
5 and less than 10 years.....	2 weeks' wages
10 and less than 12 years.....	4 weeks' wages
12 and less than 15 years.....	5 weeks' wages
15 and less than 17 years.....	7 weeks' wages
17 and less than 20 years.....	8 weeks' wages
20 and less than 22 years.....	9 weeks' wages
22 and less than 25	10 weeks' wages
25 years or more	11 weeks' wages

(c) The right to accept termination pay and resign where there has been a reduction in force shall be determined by seniority, i.e., termination pay shall be offered to the most senior employee, then to the next most senior, and so on until accepted. If no employee accepts the offer, the least senior employee or employees of the Employer based upon company wide seniority shall be terminated and shall receive applicable termination pay.

(d) "Week's pay" in the above paragraph means the regular, straight-time weekly pay at the time of termination. If the Employer offers part-time employment to the employee entitled to termination pay, he shall be entitled to termination pay for the period of his full time employment, and if he accepts termination pay, he shall be considered a new employee for seniority purposes.

(e) Any employee accepting termination pay who is rehired in the same facility or with the same Employer shall be considered a new employee for all purposes, except as provided in the recall clause.

(f) For the purpose of this section, sale or transfer of a building shall not be considered a termination of employment so long as the employee or employees are hired by the purchaser or transferee, in which case they shall retain their building seniority for all purposes.

(g) The obligation to pay termination pay hereunder shall be borne by the last Employer with whom an employee entitled to termination pay was employed.

27. TOOLS, PERMITS, FINES, AND LEGAL ASSISTANCE

All tools, of which the Superintendent shall keep an accurate inventory, shall be supplied by the Employer. The Employer shall continue to maintain and replace any special tools or tools damaged during ordinary performance of work but shall not be obligated to replace "regular" tools if lost or stolen. The Employer shall bear the expense of securing or renewing permits, licenses or certificates for specific equipment located on the Employer's premises, and will pay fines and employees' applicable wages for required time spent for the violation of any

codes, ordinances, administrative regulations or statutes, except any resulting from the employees' gross negligence or willful disobedience.

The Employer shall supply legal assistance where required to employees who are served with summonses regarding building violations.

28. DAMAGE OR BREAKAGE

It is agreed that employees shall not be held liable for any damage or breakage occasioned by them in the course of their employment or for damage or loss of equipment.

29. MILITARY SERVICE

All statutes and valid regulations about reinstatement and employment of veterans shall be observed.

30. NO DISCRIMINATION

There shall be no discrimination against any present or future employee by reason of race, creed, color, age, disability, national origin, sex, union membership, or any characteristic protected by law, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the New York State Human Rights Law, the New York City Human Rights Code, New Jersey Law Against Discrimination, New Jersey Conscientious Employee Protection Act,

Connecticut Fair Employer Practices Act, or any other similar laws, rules or regulations. All such claims shall be subject to the grievance and arbitration procedure (Articles V and VI) as the sole and exclusive remedy for violations. Arbitrators shall apply appropriate law in rendering decisions based upon claims of discrimination.

31. PLACEMENT/EMPLOYMENT AGENCY FEE

No employee shall be employed through a fee-charging agency unless the Employer pays the full fee.

In the event the Union shall establish a Hiring Hall, upon sixty (60) days written notice to the RAB, the foregoing paragraph shall be replaced with the following paragraph:

The Employer agrees that if he shall require employees in the classifications of employment covered by this Agreement, he shall hire such employees from a Hiring Hall operated by the Union. The Hiring Hall shall refer only qualified applicants on the basis of their industry wide seniority. In the event the Hiring Hall is unable to supply satisfactory applicants to the Employer within three (3) working days following the request, the Employer shall be free to hire on the open market. The facilities of the Hiring Hall operated by the Union shall be

made available to both members and non-members of the Union. The Union warrants that, in the operation of said Hiring Hall and in referrals to the Employer, it will not discriminate against any individual applicant for employment.

32. EMPLOYEES' ROOMS

Any employee occupying a room or apartment on the Employer's property may be charged a reasonable rental therefor unless such occupancy is a condition of his employment in which case no rent shall be charged. Any such employee shall receive thirty (30) day's notice of discharge, except where there is a discharge for a serious breach of employment contract.

33. DEFINITIONS

Elevator Starter – Chief responsibility is to direct elevator operations and traffic in the building and does not normally operate an elevator.

Handyperson – Possesses a certain amount of mechanical or technical skill and devotes more than fifty percent (50%) of working time in a building to work involving such skill.

Foreperson – Differs from a porter or cleaning person in that the main responsibility is to direct cleaning operations.

Guard - An employee whose function is to enforce rules to protect the property of the Employer or to protect the safety of persons on the Employer's premises and whose duties shall not include the work performed under any other job classification covered in this Agreement.

Others - Includes elevator operators, porters, fire safety directors and all other service employees in the building under the jurisdiction of the Union except those classifications specified above.

A "regular, full-time employee," unless otherwise specified, shall be defined as one who is regularly scheduled to work five days per week.

All references to the male gender shall be deemed to include the female gender.

34. REQUIRED TRAINING PROGRAMS

The Employer shall compensate any employee now employed in a building for any time required for the employee to attend any instruction or training program in connection with the securing of any license, permit or certificate required by the Employer for the performance of duties in the building. Time spent shall be considered as time worked for the purpose of computing overtime pay.

35. GARNISHMENTS

No employee shall be discharged or laid off

because of the service of an income execution, unless in accordance with applicable law.

36. DEATH IN THE FAMILY

A regular, full-time employee with at least one (1) year of employment in the building shall not be required to work for a maximum of three (3) days immediately following the death of his parent, brother, sister, spouse or child, and shall be paid his regular, straight-time wages for any of such three days on which he was regularly scheduled to work or entitled to holiday pay.

With respect to grandparents, the Employer shall grant a paid day off on the day of the funeral if such day is a regularly scheduled workday.

37. UNION VISITATION

Union representatives shall, at all times, be permitted to confer with the employees in the service of the Employer.

38. JURY DUTY

Employees who are required to qualify or serve on juries shall receive the difference between their regular rate of pay and the amount they receive for qualifying or serving on said jury with a maximum of three (3) weeks in any calendar year.

Pending receipt of the jury duty pay, the Employer shall pay the employee his regular pay on his scheduled payday. As soon as the employee receives the jury duty pay, he shall reimburse his Employer by signing the jury paycheck over to the Employer.

Employees who serve on a jury shall not be required to work any shift during such day. If an employee is a weekend employee and assigned to jury duty he shall not be required to work the weekend.

In order to receive jury duty pay, the employee must notify the Employer at least two (2) weeks before he is scheduled to serve. If less notice is given by the employee, the notice provision regarding change in shift shall not apply.

39. IDENTIFICATION

Employees may be required to carry with them and exhibit proof of employment on the premises.

40. SERVICE CENTER VISIT

Every regular, full-time employee who has been employed in the building for one (1) year or more shall be entitled, upon one (1) week's notice to his Employer, to take one (1) day off in each calendar year at straight-time pay to visit the office of any one of the benefit funds

for the purpose of conducting business at the benefit fund office.

Such employee shall receive an additional one (1) day off with pay to visit the benefit fund office if the office requires such a visit. To receive payment for such days, the employee shall exhibit a signed statement from the benefit fund office.

In the event that an employee chooses to visit any one of the benefit fund offices after having used up his entitlement pursuant to the above three paragraphs, he may use any of his sick days for that purpose.

41. DEATH OF EMPLOYEE

If an employee dies after becoming entitled to, but before receiving, any wage or pay hereunder, it shall be paid to his estate, or pursuant to Section 1310 of the New York Surrogate's Court Procedure Act, unless otherwise provided herein. This shall not apply to any benefits where the rules and regulations of the Health, Pension, Legal, Training and SRSF Funds govern.

42. GOVERNMENTAL DECREE

If because of legislation, governmental decree or order, any increase or benefit is in any way blocked, frustrated, impeded or diminished, the Union may upon ten (10) days' notice require negotiation with the RAB to take such

measures and reach such revisions in the contract as may legally provide substitute benefits and improvements for the employees at no greater cost to the Employer.

In the event that any provision of this contract requires approval of any governmental agency, the Employer shall cooperate with the Union with respect thereto.

43. WEATHER CONDITIONS

Where extreme cold or hot weather causes hardship to the employees in the performance of their normal duties, the Union has the right to request the Employer to revise work schedules so as to give employees such advantage of retained heat or cold as may be compatible with the efficient operation of the building.

44. DISABILITY BENEFITS LAW/UNEMPLOYMENT INSURANCE LAW

(1) The Employer shall cover its employees so that they shall receive maximum weekly cash benefits provided under the New York State Disability Benefits Law on a noncontributory basis, and also under the New York State Unemployment Insurance Law, whether or not such coverages are mandatory.

(2) Failure to so cover employees makes the Employer liable to an employee for all loss of benefits and insurance.

(3) The Employer will cooperate with employees in processing their claims and shall supply all necessary forms, properly addressed, and shall post adequate notice of places for filing claims.

(4) If the employee informs the Employer he is requesting Workers' Compensation benefits, then no sick leave shall be paid to such employee unless he specifically requests in writing payment of such leave. If an employee informs the Employer he is requesting disability benefits, then only five days' sick leave shall be paid to such employee (if he has that amount unused) unless he specifically requests in writing payment of additional available sick leave.

(5) Any employee required to attend his Workers' Compensation hearing shall be paid for his regularly scheduled hours during such attendance.

(6) Any cost incurred by the Union to enforce the provision of this Article shall be borne by the Employer.

(7) The Parties agree to establish a committee under the auspices of the Building Service 32BJ Health Fund to investigate and report on the feasibility of self-insuring disability and unemployment benefits.

45. SICKNESS BENEFITS

(1) Any regular employee with at least one (1) year of service (as defined in Section 3 below) in the facility or with the same Employer shall receive in a calendar year from the Employer ten (10) paid sick days for bona fide illness.

Any employee entitled to sickness benefits shall be allowed four (4) single days of paid sick leave per year taken in single days. The remaining six (6) days of paid sick leave may be paid either for illnesses of more than one (1) day's duration or may be counted as unused sick leave days.

The employee shall receive the above sick pay whether or not such illness is covered by New York State Disability Benefits and/or Workers' Compensation Benefits; however, there shall be no pyramiding or duplication of Disability Benefits and/or Workers' Compensation with sick pay.

(2) Employees who have continued employment to the end of the calendar year and have not used all sickness benefits shall be paid in the succeeding January one full day's pay for each unused sick day.

Any employee who has a perfect attendance record for the calendar year shall receive an attendance bonus of \$125.00 in addition to payment of the unused sick days.

For the purpose of that provision—perfect attendance shall mean that the employee has not used any sick days, except that any sick day or unpaid leave that qualifies under the Family and Medical Leave Act shall not be considered in determining perfect attendance.

If an Employer fails to pay an employee before the end of February, then such Employer shall pay one additional day's pay unless the Employer challenges the entitlement or amount due.

The Employer at the end of the calendar year (December 31) shall be responsible for paying all unused sick pay.

(3) For the purpose of this Article, one (1) year's employment shall be reached on the anniversary date of employment.

Employees who complete one (1) year of service after January shall receive a pro rata share of sickness benefits for the balance of the calendar year.

A "regular" employee shall be defined as one who is a full or part-time employee on a regular schedule. Those employed less than forty (40) hours a week on a regular basis shall receive a pro rata portion of sickness benefits provided herein computed on a forty (40) hour workweek.

(4) All payments set forth in this Article are

voluntarily assumed by the Employer, in consideration of concessions made by the Union with respect to various other provisions of this agreement, and any such payment shall be deemed to be a voluntary contribution or aid within the meaning of any applicable statutory provisions.

46. AUDITING

Where an Employer has received written notice from the Union that he is delinquent with respect to either wage payments, welfare payments, pension payments or dues, initiation fees or other monies, that Employer is to be given thirty (30) days within which to correct any deficiency on his books. After the 30-day period, the Union may audit the books of that Employer. If the audit shows that the Employer has corrected any and all violations, then it shall not be regarded as "willful," and the audit shall be paid for by the Union. If, on the other hand, the audit shows that said Employer has not corrected all violations, then it shall be regarded as "willful," and he shall be made to pay the costs of the audit and also pay the other items agreed upon as "damages," plus fifteen percent (15%) interest.

47. CONSOLIDATION OF JOBS

(1) The Employer shall make every effort to consolidate jobs wherever it is feasible to do so, in order that his employees will be covered by

the Health and Pension Funds under Article X.

(2) If the Union finds that an Employer has failed to effect a job consolidation which the Union considers feasible, the Union may request such consolidation from the Employer in writing. If the Employer fails to effect the requested consolidation within fifteen (15) days after receipt of the Union's notice, he shall be required to make payments into the 32BJ Health and Pension Funds which are sufficient to cover the employees in question, unless, during the said period, the Employer invokes the provisions of Section 3.

(3) Whenever an Employer believes that it would not be feasible for him to effect a job consolidation requested by the Union, or that he requires some other type of relief, such as additional time in which to effect the consolidation, he may communicate with the Union in writing, setting forth his reasons in detail. The Union may then afford the Employer some or all of the requested relief by means of a written notice. If the Union rejects the Employer's request, it must do so in writing, and the Employer shall effect the requested consolidation within fifteen (15) days after receipt of the Union's notice, or he shall be required to make payments into the 32BJ Health and Pension Funds which are sufficient to cover the employees in question, unless, during the same period, the Employer

invokes the provisions of Section 4.

(4) If the Employer still believes that it would not be feasible for him to effect the job consolidation requested by the Union, he may submit the matter directly to the Contract Arbitrator. In making his award, the Arbitrator shall take into consideration the following factors:

(a) The primary purpose is to provide health and pension coverage for the maximum number of employees under this Agreement and to prevent circumvention with respect to such coverage.

(b) (1) Inability to do a job in more than a prescribed number of hours because of the conditions prevailing on the job, coupled with the fact that other work cannot be made available to the employee or because jobs are so isolated as to make it impracticable to consolidate.

(2) Refusal of employees to work more than the assigned number of hours and the inability of the Employer to replace such employee with employees who are willing to work longer hours.

(5) If the Arbitrator should find that an Employer's refusal to consolidate was in willful violation of the criteria set forth, he may require payments into the Health, Pension, SRSF Training and/or Legal funds on a retroactive

basis.

48. PERSISTENT CONTRACT VIOLATORS

The parties will discuss remedies appropriate to persistent contract violators for incorporation into the Agreement and whatever is agreed upon shall be in a supplemental memorandum as part of the Agreement.

49. GENERAL PROVISIONS WITH RESPECT TO THIS AND OTHER AGREEMENTS

This Agreement is binding on all Employers committed through the RAB in all trade names as well as all corporate and partnership names, it being the intention of the parties that if various businesses are operated out of the same office, or if any person is a part owner of a number of concerns either through a corporation, partnership or otherwise, then this contract shall be deemed to cover all of such concerns.

The Employer shall submit to the Union a list of the names of its subsidiaries and affiliates. This list shall include all trade, corporate and partnership names. Should there be a violation of this provision, then the Arbitrator named herein shall have the power to award as damages the difference between the amount that would have been due to the employee and the Union under this contract and the amounts actu-

ally paid, all to be paid effective retroactively to the beginning of such employment.

50. COMMON DISASTER

There shall be no loss of pay as a result of any Act of God or common disaster causing the shutdown of all or virtually all public transportation in the City of New York, making it impossible for employees to report for work, or where the Mayor of the City of New York or Governor of the State of New York directs the citizens of the City not to report to work. The Employer shall not be liable for loss of pay for more than the first full day affected by such Act of God or common disaster. Employees necessary to maintain the safety or security of the building shall be paid only if they have no reasonable way to report to work and employees refusing the Employer's offer of alternate transportation shall not qualify for such pay. The term "public transportation" as used herein shall include buses and trains.

51. CUSPIDORS

Employees will not be required to clean cuspidors.

52. LIE DETECTOR

The Employer shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

53. SNOW REMOVAL

In the event an employee is required to remove snow, he shall be furnished adequate clothing and equipment by the Employer.

54. NO SUBCONTRACTING

There shall be no subcontracting of bargaining unit work during the term of this Agreement.

55. FIRE SAFETY DIRECTOR

The regularly assigned Fire Safety Director, appointed by the Employer and certified by the Fire Department, shall be paid a lump-sum bonus of \$500.00 per year on December 1 of each calendar year. This shall not include a relief person or temporary replacement.

If more than one person serves in the same Fire Safety Director position during the year, the bonus shall be prorated.

The Employer shall have the right to designate the Fire Safety Director.

56. SECURITY BACKGROUND CHECKS

All employees shall be subject to security background checks at any time. An employee shall cooperate with an Employer as necessary for obtaining security background checks. Any employee who refuses to cooperate shall be subject to termination. Employees who fail such security background check shall be subject to termination.

For the purpose of this provision, just cause to terminate an employee who has failed a security background check exists only if it is established that one or more of the findings of the background security check is directly related to his/her job functions or responsibilities, or that the continuation of employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public or constitute a violation of any applicable governmental rule or regulation. If the customer determines that the employee has failed a security background check, but the Employer lacks cause for termination under this provision, the terms of Article XIII, Section 1(c) shall apply.

57. SAVING CLAUSE

If any provision of this Agreement shall be held illegal or of no legal effect, it shall be deemed null and void without affecting the obligations of the balance of this Agreement.

58. COMPLETE AGREEMENT

This Agreement constitutes the full understanding between the parties and, except as they may otherwise agree, there shall be no demand by either party for the negotiation or renegotiation of any matter covered or not covered by the provisions hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

REALTY ADVISORY BOARD
ON LABOR RELATIONS, INC.

James F. Berg
President

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 32BJ, AFL-CIO

Michael P. Fishman
President

October 1, 2004

Michael Fishman
Local 32BJ, SEIU
101 Avenue of the Americas
New York, New York

Re: Retirement Study Committee

Dear Mike:

The parties agree to establish a committee to study the definition of eligibility for a disability retirement pension and the applicable and appropriate level of benefits to accompany any such modification.

James F. Berg
President, RAB

AGREED:

Michael Fishman
President, Local 32BJ, SEIU

114

October 1, 2004

Michael Fishman
Local 32BJ, SEIU
101 Avenue of the Americas
New York, New York

Re: Reduction in Force Special Committee

Dear Mike:

This will confirm our understanding during our recent negotiations that the Union and the RAB reaffirm their commitment to the Special Committee process set forth in Article V of the Commercial Building Agreement and in Article XIII of the Contractors Agreement.

Upon the request of the President of the RAB, the Special Committee shall meet on at least a quarterly basis.

Sincerely,

James F. Berg
President, RAB

AGREED:

Michael Fishman
President, Local 32BJ, SEIU

115

October 1, 2004

Michael Fishman
Local 32BJ, SEIU
101 Avenue of the Americas
New York, New York

Re: Maintenance of Benefits

Dear Mike:

The benefit plan under the Building Service 32BJ Health Fund shall be amended as follows:

Beginning July 1, 2005, and each six months thereafter, the Trustees shall review statements of expenses incurred (including without limitation the amortization of any loan to the Fund) and projected costs as prepared by Fund consultants dated and attached hereto. In the event that at any such six month interval expenses and costs have exceeded the projections, the Trustees shall implement cost saving measures sufficient to eliminate the first ten million dollars (annualized) of any such deficit, with a maximum of twenty million dollars during the term of the 2005 Commercial Bargaining Agreement.

The Trustees shall not implement any increases in Employer contributions pursuant to Article X, Section F, paragraph 2 of the Collective Bargaining Agreement until the terms of the preceding paragraph have been implemented.

Sincerely,

James F. Berg
President, RAB

AGREED:

Michael Fishman
President, Local 32BJ, SEIU

October 1, 2004

Michael Fishman
Local 32BJ, SEIU
101 Avenue of the Americas
New York, New York

Re: Security Background Checks

Dear Mike:

This will confirm our understanding during our recent negotiations that an Employer may not invoke Article XIV (General Clauses) (Security background checks) in connection with a Social Security "no match" letter.

Sincerely,

James F. Berg
President, RAB

AGREED:

Michael Fishman
President, Local 32BJ, SEIU